control by grave and sudden provocation when he caused the death of the deceased who gave the provocation. The accused had testified that he became very angry with the deceased when, after that morning's quarrel with the deceased when the latter had chased him with a knife, he recalled how the deceased had bullied him, refused his friendship and threatened on many prior occasions to get someone to fix him when they returned to Hong Kong. He had also testified that he could not control himself.

We rejected this submission. The evidence showed that although he had been scolded, threatened and chased with a knife by the deceased that morning, the accused did not retaliate immediately as one would have expected if he had been so provoked as to lose his self-control. These events had occurred before 10 am. After the quarrel had been stopped by the chief steward, the accused resumed his normal work. Then he went back to his cabin and drank some beer. Whilst in the cabin, he repaired a loose buckle on his belt. Having decided to stab the deceased, he then put the fruit knife in his right trouser pocket. He did not go to the pantry directly but went either to the captain's cabin or the store-room. Then he went back to the pantry. When the deceased came in from the galley, the accused was ready to stab him with the knife. In other words, he waited for the deceased to come into the pantry so that he could stab him.

In our view, the accused did not behave as if he had been provoked. He did not lose his self-composure much less his self-control. Instead, he decided to teach the deceased a lesson. Counsel referred us to two Indian cases where the defence of provocation was successful in each case. These were *Saraj Din* v *Emperor*[3] and *Des Raj* v *Emperor*.[4] As each case depends on its own facts, we did not find these decisions useful in coming to our conclusion on the point of loss of self-control.

In our view, the accused had not discharged the burden of proving exception 1 to s 300 on a balance of probabilities.

The third submission of counsel for the defence was that exception 4 to s 300 was applicable in that the accused had killed the deceased without premeditation in a sudden fight in the heat of passion upon a sudden quarrel and without the offender having taken undue advantage or acted in a cruel manner or unusual manner. We rejected this defence. In our view, the evidence showed that there was no sudden fight when the stabbing took place. The accused waited in the pantry for the deceased to appear in order to stab him. Furthermore, the accused took undue advantage of the deceased, who was then unarmed, by concealing a knife in his pocket and when the deceased came into the pantry, attacked him by surprise. With regard to this particular point of undue advantage, we relied on the manner in which the Privy Council dealt with such defence in *Mohamed Kunjo* v *PP*[5] at p 54 in the following passage:

> In the present case there was evidence that suggested strongly the absence of any element of design or planning. There was also evidence that the blow, or blows, were struck 'in a sudden fight in the heat of passion upon a sudden quarrel', though there was also evidence (ie going in search of the weapon, returning with it, and striking the deceased when he appeared to be neither aggressive nor on his guard) which suggested the contrary. But formidable difficulties face the appellant when he attempts to show that the act causing death was committed 'without the offender having taken undue advantage or acted in a cruel or unusual manner'. The appellant, who had been engaged in a fight with the deceased, ran to get a weapon and returned to attack the defenceless deceased with a truly murderous weapon, the exhaust pipe, a photograph of which we have seen. The evidence of the assault shows that the deceased was taken by surprise and attacked with a very unusual and unexpected weapon, a heavy blow on the head from which could reasonably be expected to be lethal. In one of the Indian cases to which we were most helpfully referred, *Sarjug Prasad* v *The State* AIR 1959 Patna 66, K Sahai J commented that 'undue advantage ... means unfair advantage'. In the face of the evidence, we do not see how the appellant could prove that he had not taken undue advantage or acted in a cruel or unusual manner.

For the reasons set out above, we found that the prosecution had proved beyond a reasonable doubt under s 300(c) of the Penal Code that the accused had intended to stab the deceased in the stomach and that the injury intended was sufficient in the ordinary course of nature to cause death. Accordingly, we convicted him.

Order accordingly.

Solicitors: *Thomas Chan & Co.*

Reported by *Prof Ahmad Ibrahim*

Development Bank of Singapore Ltd v Yeap Teik Leong & Ors

HIGH COURT (SINGAPORE) – SUIT NO 1467 OF 1987
CHAO HICK TIN JC
15 SEPTEMBER 1988

Banking – Guarantee – Not all directors of company signed guarantee – Whether there was breach of representation by plaintiff bank that all directors would be required to execute guarantee – Modification to terms of loan after signing of guarantee – Whether valid

Contract – Guarantee – Not all directors of company signed guarantee – Whether there was breach of representation by plaintiff bank that all directors would be required to execute guarantee – Modification to terms of loan after signing of guarantee – Whether valid

R Company sought loans from the plaintiff bank to finance an Urban Redevelopment Authority ('URA') project that the com-

pany had undertaken. The plaintiffs offered to issue two letters of guarantee in favour of URA and one of the terms of the offer was that a joint and several guarantee from the five directors of the company be obtained. The company accepted the offer and a guarantee ('the first guarantee') was accordingly executed by the five defendants. Following further discussions with R Company, the plaintiffs offered in their letter of 22 February 1982 comprehensive banking facilities to the company totalling $3.5 million. As an interim measure, the plaintiffs on 23 February 1982, by a letter, offered to the company a temporary overdraft of up to $3 million pending the completion of the legal documentation for the facilities of $31.5 million. This offer was again made subject to the personal guarantee of the five directors and was subsequently accepted by the company. This guarantee ('the second guarantee') was later duly executed.

On application by the plaintiffs, summary judgments were entered against the the second and fourth defendants as guarantors of the banking facilities granted by the plaintiffs. The second and fourth defendants appealed to the High Court, contending that: (a) the second guarantee was not enforceable as not all the directors of the company signed the guarantee; (b) the scope of the second guarantee was unclear in that it was uncertain as to whether it covered the $3 million overdraft or the $31.5 million loan; (c) a material variation was made to the terms of the loan after the second guarantee was signed by the fourth defendant and as it was a material variation to which he had not given his consent, he was discharged from the obligations under the second guarantee; and (d) past consideration. The second defendant also alleged that as the plaintiffs left the execution of the guarantee to the care of the fourth defendant, the fourth defendant was acting as the agent of the plaintiffs when the fourth defendant made the representation to the second defendant that all the directors of the company would sign the guarantee.

Held, dismissing the appeal:

(1) No objection was taken by any of the five directors that one or more of the directors had been left out of the guarantee and should be included. In the face of the plaintiffs' letter of offer dated 22 February 1982 expressly stating the requirement of a joint and several guarantee from the listed five directors, the resolution passed by the company accepting the offer and the conduct of the five directors, the first issue was without any foundation and was a sham. If the fourth and second defendants had failed to read the letter of offer and had assumed or thought that all directors would sign as guarantors, they were not thereby relieved from liability.

(2) All the five directors had endorsed on a copy of the letter of offer of 23 February 1982 that they jointly and severally confirmed that the first guarantee 'shall extend to secure the abovementioned temporary OD facility of $3 million'. There could be no doubt that the $3 million overdraft facility was covered under the first guarantee. The second guarantee was for the main loan of $31.5 million to be granted to the company.

(3) The alteration made to cl 2(I) (d) of the letter of offer dated 22 February 1982 did not increase the liability of each of the guarantors. It only removed a restriction on the purposes for which the loan could be put to use. In any case, even if that amounted to a material change, it came within cl 3 which stated that 'the bank shall be at liberty at any time ... to ... enlarge or vary any credit to the company'. The plaintiffs were by this clause given the liberty to make the alteration without the assent of the guarantors. By virtue of this saving clause, the fourth and the second defendants were accordingly not entitled to be discharged from their obligations under the guarantee.

(4) There is no merit in the fourth contention as the guarantee was executed under seal.

(5) The allegation that the plaintiffs left the execution of the guarantee in the hands of the fourth defendant was completely false.

[*Editorial Note*: The second and fourth defendants have appealed to the Court of Appeal vide Civil Appeal Nos 92 of 1988 and 86 of 1988 respectively.]

Cases referred to

1 *Re Morrison* (1962) Tas SR 337 (refd)
2 *Coldunell Ltd* v *Gallon* [1986] 1 All ER 429 (refd)
3 *Bank of Victoria* v *Mueller* (1925) VLR 642 (refd)
4 *Chaplin & Co* v *Brammall* [1908] 1 KB 233 (refd)
5 *Cairncross* v *Paterson* (1894) VLR 258 (refd)
6 *Kings North Trust Ltd* v *Bell* [1986] 1 WLR 119 (refd)

Scott Thillagaratnam for the plaintiffs.
Peter Lee Kian Huat for the second defendant.
Tan Jing Quee for the fourth defendant.

Cur Adv Vult

Chao Hick Tin JC: This was an action by Development Bank of Singapore Ltd, the plaintiffs, against the defendants as guarantors. The relevant guarantee was executed in consideration of the plaintiffs making advances, loan credit and other banking facilities to Richfield Realty Pte Ltd ('the company'), a company in which all the five defendants were directors. The company was ordered to be wound up by the High Court on 27 February 1987.

On an application by the plaintiffs, summary judgments were entered against the second and fourth defendants by order of the senior assistant registrar. The two defendants appealed. Having heard the parties, I dismissed the appeal. They have now appealed to the Court of Appeal.

Background

The company sought loans from the plaintiffs to finance its development project at Eunos Road 5/Eunos Road 4. That was an Urban Redevelopment Authority project. Initially on 18 January 1982, the plaintiffs offered to issue two letters of guarantee for the amounts of $404,000 and $160,000 respectively in favour of Urban Redevelopment Authority ('URA'). One of the terms of the offer was that a joint and several guarantee from the following directors of the company be obtained, ie Yeap Teik Leong, Yap Siong Lim, Tan Eng Wan, Wing Hong How and Lim Chin Hin ('the five directors'). As required by the plaintiffs, the board of directors of the company passed a resolution accepting the offer on the terms set out in the plaintiffs' letter of 18 January 1982. A guarantee was accordingly executed by the five directors on 10 February 1982 ('the first guarantee').

Following further discussions with the representatives of the company, the plaintiffs offered in their letter

of 22 February 1982, the following comprehensive banking facilities to the company totaling $31.5 million:

Facility	*Limit*
Term loan	$25.0 million
Overdraft ('OD')	$ 5.0 million
Letter of guarantee	$ 1.5 million
Total	$31.5 million

The terms of the offer included the following: (i) a joint and several guarantee from the five directors; (ii) the OD facility and the term loan shall be utilized for the payment of development costs, excluding land premium and interest payable to the URA (cl 2(I)(d)). The company was also required to furnish a resolution of its board of directors accepting the terms of the offer. The resolution of the board was accordingly passed on 5 March 1982.

As an interim measure, the plaintiffs on 23 February 1982 by a letter offered to the company a temporary overdraft of up to $3 million pending the completion of the legal documentation for the facilities of $31.5 million. This offer was again made subject to the personal guarantee of the five directors. The board of directors of the company by resolution accepted this offer on 5 March 1982. The five directors by a written note on a copy of the letter of offer stated that they 'jointly and severally confirm that (their) guarantee dated 10 February 1982 shall extend to secure the abovementioned temporary OD facility of $3 million'.

As part of the required documentation for the $31.5 million facilities, the plaintiffs on 25 May 1982 forwarded to M/s Jing Quee & Chin Joo, Advocates and Solicitors, who acted for the company and the five directors in this matter, a guarantee for the directors' execution. The guarantee was returned by M/s Jing Quee & Chin Joo on 8 June 1982 after it was duly executed by the five guarantors ('the second guarantee'). Though the second guarantee was dated 17 January 1983 it was in fact executed by the five guarantors on 8 June 1982 as was evident from the two certificates attached to the guarantee issued by Mr Lim Chin Joo, Advocate & Solicitor. The date on the guarantee was left blank by the guarantors and it was filled in later by the plaintiffs when the overdraft and loan facilities had been finalized and were about to be activated by the company.

In the meantime on 30 November 1982, following discussions, the plaintiffs offered the company an additional temporary overdraft facility of up to $1 million. This was over and above the $3 million offered earlier on 23 February 1982. This offer was again subject to the personal guarantee of the five directors who were required to confirm that the first guarantee shall be extended to cover the additional $1 million temporary overdraft. The five directors gave their confirmation on the duplicate copy of offer. Like the temporary overdraft facility for $3 million this facility 'shall be retired upon the activation of the $3.5 million banking facilities'.

Finally, on 17 January 1983, following further discussions, the plaintiffs offered to the company a further temporary overdraft facility of $2,120,000 on the security of some shares and the personal guarantees of two directors and one other person. However, nothing in the claim in this action related to this letter of offer and there was no need to be concerned with it.

Issues raised

The fourth defendant raised four issues to justify the granting of leave to defend the action. They were:

(i) the second guarantee was not enforceable as not all the directors of the company signed the guarantee;

(ii) the scope of the second guarantee was unclear. Did it cover the $3 million overdraft or the $31.5 million loan?

(iii) material variation was made to the terms of the loan after the second guarantee was signed by the fourth defendant; and

(iv) past consideration.

The second defendant besides associating himself with the arguments raised by the fourth defendant, also raised the point that the plaintiffs, by leaving the execution of the guarantee with the fourth defendant, made the fourth defendant their agent and were bound by the representation made by the fourth defendant when the latter represented to the second defendant that all the directors of the company would be signing the guarantee. At the hearing below, the second defendant also raised the point of non est factum. However, this point was not pursued before me.

First issue

According to the affidavit filed on 27 November 1987 by the fourth defendant, immediately prior to the winding-up of the company its board of directors consisted of Lim Chin Hin, Yeap Teik Leong, Yap Siong Lim, Tan Eng Wan, Chew Hui Thong and Wing Hong How *alias* Woon Foong How. The fourth defendant alleged that during the negotiations for the loans to be given to the company, the representative of the plaintiffs had expressly made it clear that subject to the loans being approved, the plaintiffs would require all the directors of the company to execute the guarantee for the loans. However, Chew Hui Thong, who was a director at the material time, was not required to sign. Accordingly, the fourth defendant argued that he was not bound by the second guarantee which he had executed on 8 June 1982 because of this breach of representation. The second defendant further alleged that a seventh director, one Yeh Song Ing, was also left out.

It was not disputed that the plaintiffs' negotiations with the company were conducted principally through the fourth defendant, who was its Managing Director. In the letter of 22 February 1982 offering the $31.5 million facilities it was expressly stated that the plaintiffs would, in addition to the security of a first mortgage of the property, also require 'a joint and several guarantee from M/s Yeap Teik Leong, Yap Siong Lim, Tan Eng Wan, Wing Hong How and Lim Chin Hui, such guarantee to be in a form acceptable to Development Bank of Singapore'.

Pursuant to the requirements of the plaintiffs, the board of directors of the company passed a resolution on 5 March 1982, in these terms:

> the company accepts the offer of a term loan of up to $25 million, an overdraft facility of up to $5 million and a letter of guarantee line of $1.5 million from Development Bank of Singapore Ltd *under all the terms and conditions enumerated in the said bank's letter dated 22 February 1982.* (emphasis added)

The board did not object that only five directors were required to give the guarantee.

As would have been apparent from what was stated above, this letter of 22 February 1982 was not the only letter which set out the requirement that the five directors would suffice. The earlier letter of 18 January 1982 offering the company the issue of two letters of guarantee in favour of URA for a total sum of $564,000 also required the same thing. Similarly, in the letter of 23 February 1982 wherein the plaintiffs offered the company a temporary overdraft facility of up to $3 million pending the finalization of arrangement for the $31.5 million facilities, the same five directors were required to execute a guarantee. No objection was taken by any of the five directors that one or more directors had been left out and should be included.

Other than a bare assertion by the fourth defendant (and by the second defendant) that the plaintiffs required all the directors of the company to sign, he had no other credible evidence to support what he alleged. In the face of the letter of offer of the plaintiffs dated 22 February 1982, the resolution passed by the company accepting the offer and the conduct of the five directors, this issue was in my view, without any foundation. It was a sham. If the fourth and second defendants had failed to read the letter of offer and had assumed or thought that all directors would sign as guarantors, they were not thereby relieved from liability: see para 160 of 20 *Halsbury's Laws of* England, 4th Ed.

Second issue

The arguments of the fourth defendant on this point ran as follows. The second guarantee was signed by the fourth defendant (and the others too) on 8 June 1982. It was dated 17 January 1983. It was open to doubt whether this guarantee was intended to cover the $31.5 million facilities of the $3 million overdraft facility pursuant to the letter of offer dated 23 February 1982.

This point was entirely spurious. In so far as the $3 million overdraft facility was concerned, it was covered by the first guarantee. As stated above, all the five directors had endorsed on a copy of the letter of offer of 23 February 1982 that they jointly and severally confirmed that the first guarantee 'shall extend to secure the abovementioned temporary OD facility of $3 million'. There could be no doubt that the $3 million overdraft facility was covered under the first guarantee. The second guarantee was for the main loan of $31.5 million to be granted to the company.

I did not see anything improper in the guarantors leaving the date of the guarantee blank for the lender to fill up when all formalities and requirements had been completed. In the circumstances it must be implied that the plaintiffs had the authority to do so: see *Re Morrison*[1] at p 344. In any event the important thing which was not disputed was that the second guarantee was executed by the five directors including the second and fourth defendants on 8 June 1982.

Third issue

As stated above, in the plaintiffs' letter of offer dated 22 February 1982 (see cl 2(I)(d)) it was provided that the OD facility and the term loan would not be utilized for the payment of land premiums and interest payable to URA.

At the request of the company and pursuant to discussions with the fourth defendant, the plaintiffs agreed to modify cl 2(I)(d). This modification was brought about by a change in policy of URA. The plaintiffs, in acceding to the company's request, wrote to the company in these terms:

> We refer to the discussion between your Mr Yap Siong Lim and our officer on the above and are pleased to advise that in view of the change in Urban Redevelopment Authority's policy, cl 2(I)(d) of our offer dated 22 February 1982 shall be amended as follows:
>
> 'The OD facility and the term loan shall be utilized for the payment of development costs and land premiums approved by the Urban Redevelopment Authority ...'
>
> Save for the above amendment, all other terms and conditions stated in the previous letter shall remain unchanged.'

The fourth defendant contended that this amounted to a material variation to which he had not given his consent. Thus he was discharged from the obligations under the second guarantee.

However, cl 3 of the second guarantee stated that:

> The bank shall be *at liberty at any time* and without thereby affecting its rights against the guarantor hereunder, *to* determine *enlarge or vary any credit to the company*, vary exchange abstain from perfecting or release any other securities held or to be held by the bank for or on account of the guaranteed money, open a fresh account/s and/or continue with any account/s current or otherwise with or for the company, renew bills and promissory notes in any manner and compound with give time for payment, accept compositions from and make any other arrangements with the company or any obligants on bills notes or other securities held or to be held by the bank for and on behalf of the company. (emphasis added)

The alteration made to cl 2(I)(d) did not increase the liability of each of the guarantors. It only removed a restriction on the purposes for which the loan could be put to use. In any case, even if that amounted to a material change, it came within cl 3 and was covered by the expression 'enlarge or vary any credit to the company'. The bank was by this clause given the liberty to make the alteration without the assent of the guarantors. By virtue of this saving clause, the fourth and the second defendants were accordingly not entitled to be discharged from their obligations under the guarantee.

In any event, and quite apart from cl 3, in so far as the fourth defendant was concerned, I did not think it was open to him to contend that he did not agree to the variation. He requested for it on behalf of the company and negotiated with the plaintiffs for the change. He must be deemed to have given his consent. A contract under seal could be varied by oral agreement: see 9 *Halsbury's Laws of England*, para 570. I felt it was most unconscionable for the fourth defendant to aver otherwise.

Fourth issue

The argument here was that as the $3 million temporary overdraft was already drawn under the letter of offer of 23 February 1982 before the execution of the second guarantee and as the further $1 million temporary overdraft was also drawn pursuant to the letter of offer of 30 November 1982 before the second guarantee was activated, it was tainted by past consideration. But the simple answer was that the guarantee was executed under seal. Accordingly, there was no merit in this point.

Additional issue raised by the second defendant

The second defendant alleged that the fourth defendant represented to him that all the directors of the company would sign the guarantee. The second defendant was not involved in the negotiations with the plaintiffs for the loan to the company. He said he acted on what the fourth defendant told him and signed the second guarantee on that understanding.

Counsel for the second defendant argued that as the plaintiffs left the execution of the guarantee to the care of the fourth defendant, the fourth defendant was acting as the agent of the plaintiffs when the fourth defendant made the representation to the second defendant. The following cases were cited in support: *Coldunell Ltd* v *Gallon*;[2] *Bank of Victoria* v *Mueller*;[3] *Chaplin & Co* v *Brammall*;[4] *Cairncross* v *Paterson*[5] and *Kings North Trust Ltd* v *Bell*.[6]

Let me say very quickly that I did not think these cases advanced the arguments of the second defendant. They were cases relating to husband and wife and father and son and were decided on the facts of each case. Both the second and fourth defendants became directors of the company to make money out of the project. They were jointly, together with others, in business. There was nothing to suggest that the fourth defendant exercised any undue influence over the second defendant. The second defendant, as a director, was entitled to query the management of the company, including the Managing Director (the fourth defendant).

In any event, the documents exhibited by the plaintiffs in the affidavit of one Lee Teong Seng filed on 5 August 1988 showed that this allegation, that the plaintiffs left the execution of the guarantee in the hands of the fourth defendant, was completely false. The second guarantee was forwarded to M/s Jing Quee & Chin Joo for execution by their clients. It was not forwarded to the fourth defendant. An examination of the second guarantee itself showed, as indicated above, that it was executed by the five guarantors on the same day in the presence of Mr Lim Chin Joo, who also executed two certificates to that effect.

The second defendant averred that he thought all the directors of the company would be required to sign the guarantee. He did not truly explain how it was that he did not notice the express provision in the letter of offer of 22 February 1982 which only required the guarantee of five directors. He said he was not conversant with the English language. As he signed the second guarantee before a solicitor, he could easily have clarified with the solicitor the terms of the guaranteee or the letter of offer if he had really wanted to and was concerned about the terms thereof. The second defendant did not deny that he was involved in the board of directors' meeting on 5 March 1982 approving the terms of offer set out in the letter of 22 February 1982.

Appeal dismissed

In the light of the views above, I agreed with the decision of the learned Senior Assistant Registrar, Mr Tay Yong Kwang, that the plaintiffs should be given the liberty to enter judgment against the second and fourth defendants. The issues raised were sham and entirely devoid of merits, issues raised merely to delay judgment being entered against them. The terms of the loan facilities to

be granted to the company, of which the defendants were directors, were very clear. Now the second and fourth defendants sought to renege on their commitment as the company's project had turned sour and the company was being wound up. They should not be allowed to do that.

Order accordingly.

Solicitors: *Khattar Wong & Partners*; *Shook Lin & Bok*; *Jing Quee Chin Joo & Teck Hui.*

Reported by *Ng Sheau Jiuan*

Re Siah Mooi Guat

HIGH COURT (SINGAPORE) – ORIGINATING MOTION NO 60 OF 1986
SINNATHURAY J
12 SEPTEMBER 1988

Administrative Law – Judicial review – Applicant declared undesirable immigrant – Unlawful presence in Singapore – Cancellation of re-entry permit and employment pass – Application for order of certiorari to quash decisions of Minister and Controller – Grounds of decision not disclosed to preserve confidentiality of source of information – Principles governing administration of immigration laws – Rules of natural justice – Whether applicable – Legitimate expectation – Whether decision of Minister irrational – Wednesbury unreasonableness – Whether Minister bound to adduce evidence that disclosure would harm public interest – Immigration Act (Cap 133, 1985 Ed), ss 8(3)(k) & 14

This is an application by Siah Mooi Guat ('the applicant') for an order of certiorari to remove into the High Court and quash: (a) the decision of the Minister of Home Affairs made pursuant to s 8(3)(k) of the Immigration Act on 5 September 1986, declaring the applicant to be an undesirable immigrant; (b) the declaration and cancellation made by the Controller of Immigration on 5 September 1986 whereby the Controller (i) under s 14(4) of the Immigration Act, declared the applicant's presence in Singapore unlawful, (ii) under s 14(3) of the Immigration Act, cancelled the applicant's re-entry permit dated 6 March 1984, and (iii) under reg 16 of the Immigration Regulations 1972, cancelled the applicant's employment pass issued on 6 March 1984; and (c) the decision of the Minister of Home Affairs on 16 September 1986 made under s 14(5) of the Immigration Act whereby he dismissed the applicant's appeal against the declaration and cancellation made by the Controller.

Broadly, the grounds for the applicant were that the Minister for Home Affairs ('the Minister') and the Controller of Immigration ('the Controller') had breached the rules of natural justice; that the applicant had a legitimate expectation to continue to reside in Singapore at least until the expiry of her permit; and that the Minister's decisions were so unreasonable that it was open to review by the courts under the Wednesbury principles.

The applicant, a Malaysian citizen with a Malaysian passport, first came to Singapore in 1973. In April 1974, she was granted a temporary employment pass and, on 14 June 1974, an employment pass for one year, renewable yearly. On 2 September 1975, the applicant was granted an entry permit which required her continued employment with the Singapore Sports Council for a period of six years. On or about 21 October 1976, she returned her entry permit as she had resigned from the Sports Council. The applicant subsequently gained employment with Times Publishing Bhd. Again, she applied and obtained a temporary employment pass which permitted her to remain in Singapore. On 30 November 1977, she was issued with an employment pass valid for one year, renewable from time to time until 30 November 1980. On 19 November 1979, the applicant applied for 'permanent residence' and was issued an entry permit no 32188 with effect from 8 April 1980, subject to the condition that she serve Times Publishing Bhd for a period of three years from the date of the issue of the permit. On 9 March 1984, the applicant applied for a renewal of her re-entry permit and was issued with the same valid till 6 March 1987. She was also issued with an employment pass for a period of three years expiring on 6 March 1987. The applicant left the service of Times Publishing Bhd in May 1984. On 24 October 1984, her solicitors inquired of the Controller whether she had to notify the Immigration Department of any change of her employer, and was informed that it was not necessary for her to do so. By then the applicant was employed as an Associate of Russell Reynolds Inc. She also owned an apartment in Singapore. In September 1985, she was informed by way of a routine letter by the Professionals Information and Placement Service that she was eligible to apply for Singapore citizenship. The applicant, however, did not respond to it. On 5 September 1986, without any prior warning, the applicant received a letter from the Controller informing her, inter alia, that her presence in Singapore had been declared unlawful and her re-entry permit had been cancelled. The appellant appealed against the decision but this was rejected by the Minister who required her to leave Singapore by 22 September 1986.

Held, dismissing the application:

(1) In the instant case no promise whatsoever was made to the applicant that her stay in Singapore was to be conditioned by any considerations other than those provided in the Immigration Act and the Regulations thereunder. Therefore, no question of any legitimate expectation arises in the applicant's favour.

(2) Parliament has provided in the Immigration Act for appeals by aggrieved persons against the decisions of the Controller and the Minister. The substance of these provisions is that the right to be heard, a procedural safeguard afforded by the rules of natural justice, has been given statutory recognition and protection in the Act. The applicant who was declared a prohibited immigrant and whose re-entry permit was cancelled by the Controller had a right of appeal to the Minister. The applicant had by letter availed herself of that right. The Minister had carefully considered her appeal and had rejected it. Neither in common law nor under the Act was the Minister required to give reasons for his decision.

(3) The rules of natural justice do not apply to aliens in the administration of the immigration laws in Singapore. For these rules to apply to aliens, there has to be specific legislation. There is no such legislation in Singapore.

(4) Having regard to the provision in s 8(3)(k) of the Act that the Minister may receive information about an alien from 'any source deemed by the Minister to be reliable, or from any government through official or diplomatic channels', the sources of the information and the nature of the information received by the Minister could be of a highly confidential